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UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF TEXAS

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Campus Document Systems, Inc.,

Plaintiff,

*versus*

Océ Financial Services, Inc., *et al.*,

Defendants.

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Civil Action H-08-1462

## Opinion on Summary Judgment

### 1. *Introduction.*

A copy service at a school and a supplier had agreed to share in the recovery of claims made by the copy service against its worker. The copy service now asks the supplier to share what was collected from the worker by another party. The copy service will not prevail.

### 2. *Background.*

Mohamed Ghalib managed a branch of Campus Documents Systems, Inc., known as the University Copy Center. Océ North America, Inc., and Océ Financial Services, Inc., leased their copier machines and toner to Campus. In the summer of 2007, Ghalib ordered about 10,000 bottles of toner for \$788,973, and he resold them without Campus's permission for personal profit. Ghalib was convicted of mail fraud.

### 3. *Settlement.*

Campus and the supplier settled a disputed invoice where Campus promised to pay \$100,000.00 in thirty-six monthly installments to the supplier. Campus has paid two installments, leaving a residuum of \$94,444.44.

Campus also agreed to share with the supplier what it collected by suing Ghalib. As an incentive for Campus to sue, the supplier agreed to let Campus deduct its attorney's fees from the recovery before sharing with Océ.

4. *Restitution.*

After Ghalib pleaded guilty in January of 2008, this court ordered him to pay \$629,151.00 in restitution. The government collected about a third – \$284,431.11 – from Ghalib and deposited it in the court's registry.

Campus now sues Océ, saying that it had agreed to share in all monies recovered from Ghalib. Campus asks Océ to pay it one-half of what Océ has recovered in restitution. Campus also wants Océ to pay its attorney's fees of \$20,815.00, and to offset the residuum of \$94,444.44.

The supplier has moved for judgment, saying it only agreed to share what Campus recovered from Ghalib through its suit – not through restitution. Océ demands that Campus pay the residuum.

5. *Plain Language.*

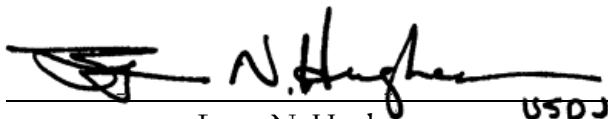
The settlement unambiguously says that the parties will share in what Campus – not the United States Marshal – collects from Ghalib. Campus has collected nothing from Ghalib through its own suit. It may not share in the restitution collected by the government; the contract permits Océ to share in Campus's recovery.

Because Campus has collected nothing from Ghalib, it has no attorney's fees to recover from Océ.

6. *Conclusion.*

Campus Documents Systems, Inc., will take nothing from Océ North America, Inc., and Océ Financial Services, Inc. Campus will pay the residuum of \$94,444.44 to Océ. Océ North America, Inc., will recover \$284,431.11 that it has been disbursed in the registry.

Signed on November 17, 2008, at Houston, Texas.

A handwritten signature in black ink, appearing to read "L. N. Hughes", is written over a horizontal line. To the right of the signature, the letters "USDC" are handwritten.

Lynn N. Hughes  
United States District Judge